executed in New Jersey. The fund was in New York and a New York trust company was named as alternate trustee. The New Jersey settlor died, and the New York settlor filed this bill for a settlement of accounts and a construction of the trust deed. The question arose as to what law governed the disposition of unexpended accumulations. *Held*, that the New York law governed. *Curtis* v. *Curtis*, 173 N. Y. Supp. 103.

It is well settled that the validity of a testamentary trust of personalty is determined by the law of the testator's domicile at the time of his death. *Whitney* v. *Dodge*, 105 Cal. 192, 38 Pac. 636; *Canterbury* v. *Wyburn*, [1895] A. C. 89. *Cf. In re Crum*, 98 Misc. 160, 164 N. Y. Supp. 149. See 19 HARV. L. REV. 457. As to declarations of or transfers on trust *inter vivos*, the law of the *situs* of the *res* would seem to govern its validity, as that law alone can effectively create an interest in the *res*. See *Cammell* v. *Sewell*, 5 H. & N. 728. *Green* v. *Van Buskirk*, 5 Wall. (U. S.) 307, 7 Wall. (U. S.) 139. See also 20 HARV. L. REV. 382, 394. Where, however, it is held that the *cestui que trust* acquires but a right *in personam* against the trustee and not rights *in rem*, though the validity of the transfer to the trustee would be determined as above by the law of the *situs*, yet the validity of the trust would be determined by the law of the place of the declaration of or the transfer on trust. See 17 COL. L. REV. 467, 497. In either case the administration of a trust of personalty must be governed by the law of the place where the testator or settlor intended the trust to be administered. *First National Bank* v. *National Broadway Bank*, 156 N. Y. 459, 51 N. E. 398. See 20 HARV. L. REV. 382, 395. See also 17 HARV. L. REV. 123, 570. As in the principal case it was clear that the settlors intended the trust to be administered in New York, and as the right of the life *cestui que trust* to accumulated income is a question of administration, the court properly applied New York law.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION, AND ENFORCEMENT OF CONSTITUTIONS — FEDERAL POWER OVER LANDS OF UNITED STATES WITHIN A STATE. — Section 2296 of the United States Revised Statutes provides: "No lands under the provisions of this Act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the patent therefor." The entryman contracted debts, some before the issuing of the final certificate, others after it but before the issuing of the patent. *Held*, that the statutory exemption covers all these debts. *Ruddy* v. *Rossi*, U. S. Sup. Ct., No. 17, October Term, 1918.

For a discussion of this case, see NOTES, page 721.

CRIMINAL LAW — HOMICIDE — THREATS — THREATS TO TAKE THE LIFE OF THE PRESIDENT. — An act of Congress made it an offense punishable by fine of $1,000 or imprisonment not exceeding five years, or both, knowingly and wilfully to make a threat against the President. 39 STAT. 919, c. 64. An indictment was brought under this act charging John Stobo with making a threat in the following language: "The President ought to be shot and I would like to be the one to do it." The indictment did not allege that the threat was addressed to any one, or that it was uttered with intent to menace the President, or that any one heard it. *Held*, that the indictment fails. *United States* v. *Stobo*, 252 Fed. 689 (Dist. Ct., Del.).

For a discussion of threats under this statute, see NOTES, page 724.

EQUITY — EQUITABLE EASEMENTS OR SERVITUDES — INTENTION OF PARTIES. — In developing a tract of land for the sale of building lots, the owner installed a sewage system according to a plan, the system being operated by a pumping plant on the owner's land. By an agreement with the village the owner agreed to run the plant as long as the system should be in use. After a number of

lots had been sold, the defendant bought the tract and continued to sell lots, but discontinued operating the plant, which resulted in an overflow of sewage dangerous to public health. In an action by the village to determine who was to bear the expense of operation, *held*, that the defendant must bear it. *Village of Larchmont* v. *Larchmont Park*, 173 N. Y. Supp. 32.

Equity, in order to carry out the intention of the parties, will enforce agreements restricting the use of land for the benefit of other land on the theory that an equitable easement or servitude has been created. *Smith* v. *Young*, 160 Ill. 163, 43 N. E. 486; *Peck* v. *Conway*, 119 Mass. 546, 549; *Tulk* v. *Moxhay*, 11 Beav. 571. Accordingly, if the intent appears from a deed referring to a plat, the intention will be enforced. *White* v. *Tide Water Oil Co.*, 50 N. J. Eq. 1; *Chickhaus* v. *Sanford*, 83 N. J. Eq. 454, 91 Atl. 878; *Smith* v. *Young*, *supra*. The same is true when the deed does not refer to the plan. *Briggs* v. *Sea Gate Ass'n*, 211 N. Y. 482, 105 N. E. 664; *Tallmadge* v. *The East River Bank*, 26 N. Y. 105. In the principal case, the plan of the sewage system was to confer a benefit on the land sold by allowing sewage to flow to the pumping plant. An equitable servitude having thus arisen, the defendant alone must bear the expense of abating the nuisance caused by the overflow, not only as to the lots sold by him, but also as to those sold by his predecessor since he bought the servient estate with notice. *Whitney* v. *Union Railway Co.*, 11 Gray (Mass.) 359; *Tallmadge* v. *The East River Bank*, *supra*. And it follows that if the village had not brought the action, the purchasers of the lots could have maintained a suit for specific performance of the equitable servitude. *Tulk* v. *Moxhay*, *supra*; *Tallmadge* v. *The East River Bank*, *supra*.

EVIDENCE — JUDICIAL ADMISSIONS — CONCLUSIVENESS. — The complainant brought a bill in equity to enjoin the infringement of his label, alleging similarity and confusion. The defendant answered and counterclaimed to enjoin the complainant from infringing the former's label, admitting the complainant's averment of similarity and confusion, but alleging and subsequently proving his own label to be the elder. The lower court reasonably found that on the evidence offered there was no confusion. *Held*, that the averments in the bill are conclusive against the complainant on the counterclaim. *Wrigley* v. *Larson*, 253 Fed. 914 (Circ. Ct. App.).

Admissions in the pleadings amount to a waiver of proof of the facts pleaded. They are conclusive against the pleader on the issue in which they occur. *Paige* v. *Willet*, 38 N. Y. 28; *S. W. Broom Co.* v. *Bank*, 52 Okla. 422, 153 Pac. 204. But on another issue in the same cause the pleadings may not be used as admissions. *Nye* v. *Spencer*, 41 Me. 272; *Ayres* v. *Covill*, 18 Barb. (N. Y.) 260. Neither could such judicial admissions be used in a subsequent suit as admissions by a party. Allegations were not at common law supposed to be necessarily truthful, but merely served the purpose of raising an issue. *Starkweather* v. *Kittle*, 17 Wend. (N. Y.) 20. Even with the development of chancery pleading, bills were not admissible in a subsequent suit. *Kilbee* v. *Sneyd*, 2 Molloy ((Ir. Chanc.) 186; *Durden* v. *Cleveland*, 4 Ala. 225. To-day, however, pleadings in law and equity are not considered fictitious, as they must be signed or sworn to, and are competent evidence in subsequent suits. *Pope* v. *Allis*, 115 U. S. 363; *Elliott* v. *Hayden*, 104 Mass. 180. Such averments are then certainly competent evidence on another issue in the same cause. *State* v. *Firemen's Ins. Co.*, 152 Mo. 1, 52 S. W. 595; *Derby* v. *Gallop*, 5 Minn. 119. In equity, moreover, the defendant does not separate his pleas into negative and affirmative. The answer is treated as homogeneous. See LANGDELL, SUMMARY OF EQUITY PLEADING, § 68; 3 WIGMORE, EVIDENCE, § 2122. There is, then, practically only one line of pleading, and the averments of the complainant in the present case are therefore conclusive against him.